

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
DISTINGUISHED PROGRAMS INSURANCE
BROKERAGE LLC, as subrogee of NAGA ANTIQUES,
LTD.,

Index No.:

Plaintiff,

-against-

SUMMONS

ALASKA AIRLINES, INC., HAWAIIAN AIRLINES
INC., and COMPASS FORWARDING CO., INC,

Defendants.
-----X

TO THE ABOVE NAMED DEFENDANT:

Alaska Airlines, Inc.
19300 International Boulevard
Seattle, Washington 98188

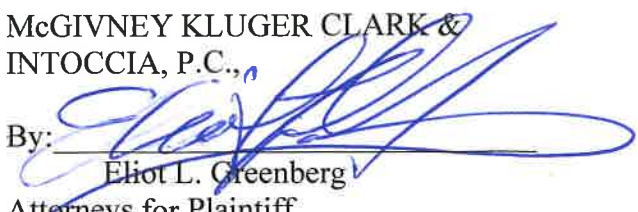
Hawaiian Airlines, Inc.
3375 Koapaka Street
Suite G350
Honolulu, Hawaii 96819

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on Plaintiff's attorney(s) within 20 days of service of this Summons, exclusive of the day of service (or within thirty (30) days after service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will b taken against you by default for the relief demanded in the Complaint.

New York County is designated as the place of trial. The basis of venue is the location of the Plaintiff's place of business.

Dated: New York, New York
September 2, 2026

McGIVNEY KLUGER CLARK &
INTOCCIA, P.C.,

By: 

Eliot L. Greenberg

Attorneys for Plaintiff
33 Whitehall Street, 16th Fl.
New York, New York 10004
(212) 509-3456

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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DISTINGUISHED PROGRAMS INSURANCE
BROKERAGE LLC as subrogee of NAGA ANTIQUES,
LTD.,

Index No.

Plaintiffs,

COMPLAINT

-against-

ALASKA AIRLINES, INC., HAWAIIAN AIRLINES,
INC., and COMPASS FORWARDING CO., INC,

Defendants.
-----X

Plaintiff Distinguished Programs Insurance Brokerage LLC as subrogee of Naga Antiques, LTD., by and through its attorneys, McGivney Kluger Clark & Intoccia, P.C., as and for its Complaint against defendants Alaska Airlines, Inc., Hawaiian Airlines, Inc., and Compass Forwarding Co, Inc., alleges upon information and belief as follows:

PARTIES

1. At all times hereinafter mentioned, plaintiff Distinguished Programs Insurance Brokerage LLC was and still is a foreign limited liability company, duly authorized to transact the business of insurance in the State of New York, maintaining offices for the transaction of business at 1180 Avenue of the Americas, 16th Floor, New York, New York 10036 (hereinafter "Distinguished").

2. At all times hereinafter mentioned, plaintiff's subrogor, Naga Antiques, LTD (hereinafter referred to as "Insured" or "Naga") was and still is a New York corporation maintaining offices for the transaction of business at 536 Warren Street, Hudson, New York 12534.

3. At all times relevant, defendant Alaska Airlines, Inc. (hereinafter “Alaska Air”) was and still is a foreign corporation maintaining offices for the transaction of business at 19300 International Boulevard, Seattle, Washington 98188.

4. At all times relevant, defendant Hawaiian Airlines, Inc. (“Hawaiian Air”) was a foreign corporation maintaining offices for the transaction of business at 3375 Koapaka Street, Suite G350, Honolulu, Hawaii 96819.

5. Hawaiian Air is a wholly owned subsidiary of Alaska Air (Alaska Air and Hawaiian Air are hereinafter collectively referred to as “Airline”).

6 At all times relevant, Defendant Compass Forwarding Co., Inc. (“Compass”) was a New York corporation maintaining offices for the transaction of business at 159-15 Rockaway Boulevard, Jamaica, New York 11434.

7. On or about March 09 2026 Compass entered into a contract, as agent for Naga, with Alaska Air for the transportation of eleven “ARTWORK-ORIGINAL PAINTING ON PAPER” (hereinafter the “Artworks”) from Osaka, Japan to John F. Kennedy Airport, New York, New York.

8. The Artworks were packaged in cardboard crates.

9. While en route from Osaka, Japan to New York, New York, Alaska stopped in Honolulu, Hawaii.

10. In Honolulu, Hawaii, Alaska deplaned the Artworks during a heavy rainstorm and made no effort to protect the Artworks from water damage.

11. As a result, the Artworks were soaked and sustained significant damage.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST AIRLINE

12. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "11" of the Complaint with the same force and effect as if fully set forth herein at length.

13. Defendant Airline had a duty to protect the Artworks from water damage when the Artworks were deplaned in Honolulu, Hawaii.

14. Defendant Airline, having taken no precautions to protect the Artworks from water damage during the deplaning process in a heavy rainstorm, acted with gross neglect, reckless disregard, and or with willful misconduct.

15. By the Airlines failure to take any precautions to protect the Artworks from water damage, the Airline and its employees knew that such conduct would result in significant damage to the Artworks.

16. As a direct and proximate result of defendant Airline's gross neglect, reckless disregard, and willful misconduct, the Artworks sustained damages exceeding the sum of \$521,900.00.

17. Pursuant to a policy of insurance then in force and effect, plaintiff Distinguished reimbursed its subrogor for the above loss and thereby became subrogated to all of the rights, remedies, claims, demands and causes of action possessed by Insured, including those asserted against the defendants herein.

18. By reason of the foregoing, defendants Alaska Air and Hawaiian Air are indebted to plaintiff Distinguished in the sum of \$521,900.00, as a result of the damage to the Artwork, plus accrued interest thereon from March 18, 2026.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST COMPASS

19. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs "1" through "18" of the Complaint with the same force and effect as if fully set forth herein at length.

20. Defendant Compass had a duty to safely transport the Artwork and protect it from damage.

21. Defendant Compass breached its contract, bailment, and acted with gross neglect, reckless disregard, and intentional misconduct by, among other things, failing to make precautions to protect the Artworks from severe water damage during transport.

22. As a direct and proximate result of defendant Compass' breach of its contract, gross neglect, reckless disregard, and intention misconduct, on or about March 18, 2026, the Artwork sustained damages exceeding the sum of \$521,900.00.

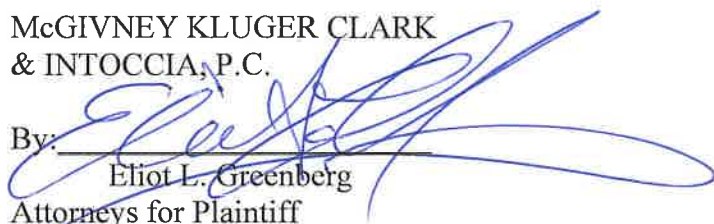
23 Pursuant to a policy of insurance then in force and effect, plaintiff Distinguished reimbursed its subrogor for the above loss and thereby became subrogated to all of the rights, remedies, claims, demands and causes of action possessed by Insured, including those asserted against the defendants herein.

24. By reason of the foregoing, defendant Compass is indebted to plaintiff Distinguished in an amount, exceeding the sum of \$521,900.00, as a result of the damage to the Artwork, plus accrued interest thereon from March 18, 2026.

WHEREFORE, plaintiff Distinguished Programs Insurance Brokerage LLC as subrogee of Naga Antiques, LTD demands judgment against defendants Alaska Airlines, Inc., Hawaiian Airlines, Inc., and Compass Forwarding Co, Inc. in an amount, exceeding the sum of \$521,900.00, accrued interest thereon from March 18, 2026, the costs, expenses, and attorney's fees of this action, and for such other and further relief as this court may deem just and proper.

Dated: New York, New York
September 2, 2026

McGIVNEY KLUGER CLARK
& INTOCCIA, P.C.

By: 

Eliot L. Greenberg
Attorneys for Plaintiff
33 Whitehall Street, 16th Floor
New York, New York 10004
(212) 509-3456

cg:Distinguished Naga Complaint.8.31.26

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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DISTINGUISHED PROGRAMS INSURANCE
BROKERAGE LLC, as subrogee of NAGA ANTIQUES,
LTD.,

Plaintiffs,

- against -

ALASKA AIRLINES, INC., HAWAIIAN AIRLINES
INC., and COMPASS FORWARDING CO., INC,

Defendants.

SUMMONS AND COMPLAINT

McGIVNEY KLUGER CLARK & INTOCCIA, P.C.,
33 Whitehall Street, 16th Fl.
New York, NY 10004
T: (212) 509-3456
F: (212) 509-4420

To: Service of a copy of within
is hereby admitted.

Dated: _____, 2026

Attorneys for

Pursuant to 22 NYCRR 130-1.1, the undersigned attorney admitted to practice in the courts of the State of New York, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: New York, New York _____

, Esq.

PLEASE TAKE NOTICE:

_____: Notice of Entry

That the within is a (certified) true copy of a _____ duly entered in the office of the clerk of the within
named court on _____

_____: Notice of Settlement

That an order _____ of which the within is a true copy will be presented for settlement to the
Hon. _____ one of the judges of the within named Court, at
on _____, 2026 at _____ o' clock.

Dated: _____
New York, New York

Yours, etc.,
McGIVNEY KLUGER CLARK & INTOCCIA, P.C,
ATTORNEYS AT LAW